

BellSouth Telecommunications, Inc.

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April 20, 2006

VIA HAND DELIVERY

Filed Electronically in Docket Office on 04/20/06 @ 1:40pm

Hon. Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*

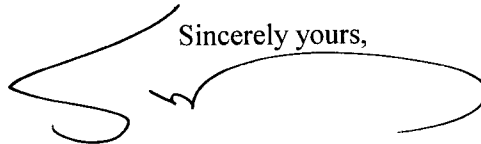
Docket No. 06-00113

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG MidSouth, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority six paper copies and one electronic copy of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated March 14, 2006. The Amendment adds Rearrangement language and rates for EEL to UNE-L reterminations to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Guy M. Hicks", written over a horizontal line.

Guy M. Hicks

cc: Bill Peacock, TCG MidSouth, Inc.
Chief Commercial Attorney, TCG MidSouth, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and TCG MidSouth, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. _____

PETITION FOR APPROVAL OF THE
AMENDMENT TO THE INTERCONNECTION AGREEMENT
NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.
AND TCG MIDSOUTH, INC.
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

COME NOW, TCG MidSouth, Inc. ("TCG") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated March 14, 2006 (the "Amendment") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, TCG and BellSouth state the following:

1. TCG and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to TCG. The Interconnection Agreement was filed with the Tennessee Regulatory Authority ("TRA") on April 13, 2006 in Docket 06-00102 for approval.

2. The parties have recently negotiated an Amendment to the Agreement which adds Rearrangement language and rates for EEL to UNE-L reterminations to the Agreement. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, TCG and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and TCG within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. TCG and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

TCG and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This _____ day of _____, 2006.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

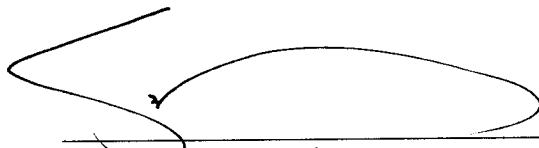
Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 2nd day of April, 2006:

Bill Peacock
TCG MidSouth, Inc.
1200 Peachtree Street, NE
Suite 12254
Atlanta, GA 30309

Chief Commercial Attorney
TCG MidSouth, Inc.
Legal Department
1200 Peachtree Street, NEW
Suite 8100
Atlanta, GA 30309


Guy M. Hicks

**First Amendment to the
Interconnection Agreement between
TCG MidSouth, Inc.
and
BellSouth Telecommunications, Inc.
Dated March 14, 2006**

Pursuant to this Amendment, (the "Amendment"), TCG MidSouth, Inc. (TCG), and BellSouth Telecommunications, Inc. (BellSouth), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated March 14, 2006 (Agreement).

WHEREAS, BellSouth and TCG entered into the Agreement on March 14, 2006, and;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Section 5.7 of Attachment 2 and replace with the following language:

5.7 Rearrangements

- 5.7.1 Rearrangement of a dedicated transport or combination that includes dedicated transport that requires a CFA change: A request to move a working TCG circuit from one CFA to another TCG CFA, where both CFAs terminate in the same BellSouth Central Office (Change in CFA), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A shall apply.
- 5.7.2 Requests to reterminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.
- 5.7.3 Upon request of TCG, BellSouth shall project manage the Change in CFA or retermination of Dedicated Transport and combinations that include transport as described in Sections 5.7.1 and 5.7.2 above and TCG may request OC-TS for such orders.
- 5.7.4 BellSouth shall accept a LOA between TCG and another carrier that will allow TCG to connect Dedicated Transport, or Combination that includes Dedicated Transport to the other carrier's collocation space or to another carrier's CFA associated with higher bandwidth transport.
- 5.7.5 Rearrangement of an EEL to a standalone UNE Loop that requires a CFA change: TCG may utilize the EEL to UNE-L Retermination process, as described in BellSouth's guides available on its web site, to

disconnect an EEL circuit and reterminate the Loop portion of the former EEL circuit to a collocation arrangement in the End User serving wire center as a standalone UNE Loop. When using this process, the existing Loop portion of the EEL will be re-used and the resulting standalone Loop will be subject to the rates, terms and conditions for that particular Loop as set forth in this Attachment. This process will apply only to EELs that include as a part of its combination a DS1 Loop, UVL-SL2 Loop, 4-Wire UDL Loop (64, 56 kbs) and a 2-Wire ISDN Loop.

5.7.6 BellSouth shall charge the applicable EEL to UNE-L retermination rates found in Exhibit A. TCG shall also be charged applicable manual service order, collocation cross-connect and EEL disconnect charges as set forth in Exhibit A.

5.7.7 The EEL to UNE-L Retermination process is not available when the Rearrangement requires a dispatch outside the serving wire center where the Loop terminates. If an outside dispatch is required, or if TCG elects not to utilize the EEL to UNE-L Retermination process, TCG must submit an LSR to disconnect the entire EEL circuit, and must submit a separate LSR for the requested standalone Loop. In such cases, TCG will be charged the EEL disconnect charges and the full nonrecurring rates for installation of a new Loop, as set forth in Exhibit A.

2. The Parties agree to add the rates for Rearrangements and Service Rearrangements to Exhibit A of Attachment 1, as set forth in Exhibit 1, attached hereto and by reference incorporated into this Amendment.
3. All of the other provisions of the Agreement dated March 14, 2006 shall remain unchanged and in full force and effect.
4. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

Signature Page

IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

By: 

1/1 Name: Kristen E. Shore

Title: Director

Date: 4/5/06

TCG MidSouth, Inc.

By: 

Name: Bill C. Reacock

Title: Director-GAM

Date: 4-4-2006

Tennessee

Version: Rearrangements Amendment
12/02/05

[CCCS Amendment 3 of 4]

[CCCS Amendment 3 of 4]

